

TERMS AND CONDITIONS

1. Any cheque returned for any reason shall have a handling and accounting charge added in the amount that is posted at or in Star Building Materials Ltd.
2. The customer acknowledges liability for a service charge on overdue accounts of 2% per month or 26.82% per year compounded monthly. It is further agreed that this interest shall be a proper charge both before and after judgment.
3. It is agreed that if litigation proceedings are instituted, that the laws of the Province of Manitoba shall be applicable and the firm or person(s) whose name(s) appear on Page 1, agree that the proceedings shall take place in Winnipeg, Manitoba. Should Star Building Materials Ltd. use the services of a lawyer or collection service to collect monies that are overdue or to otherwise enforce the terms of this application, the Purchaser agrees to pay Star Building Materials Ltd. for such legal or other services on a solicitor and his own client basis.
4. All accounts are due on the 15th of the month following receipt of goods, unless specially agreed to in the form of a written agreement by Star Building Materials Ltd.
5. Materials shall be delivered to the address as specified by the customer and the customer shall be at the address to receive same. If the customer is not at the specified address, then the materials shall be off-loaded at the specified address and the risk, if any, shall be solely the customers.
6. Materials returned for credit must be accompanied by the invoice applicable to the specific materials.
7. Re-manufactured items may not be returned for credit.
8. Special order items (items not normally included in Star Building Materials inventory), are subject to a restocking charge of 25%.
9. In the event that the (Purchaser) purchases materials pursuant to this Application and supplies or incorporates the materials in respect of an improvement pursuant to the Manitoba Builders Lien Act then the (Purchaser) acknowledges that the materials have been purchased pursuant to a prevenient arrangement and that one continuing contract is deemed to be in place.
10. I may have provided personal information in this document or by other means and may at some time in the future provide further personal information to Star Building Materials Ltd. Some of this personal information may include, but is not limited to, my credit history and other forms of financial information. I authorize Star Building Materials Ltd. to collect, use and disclose any of this information subject to the law and subject to the Star Building Materials Ltd. Privacy Policy. This information may be used for communicating with me, assessing my credit worthiness and detecting and preventing fraud. I confirm that all individuals whose personal information is contained in this document have authorized that I agree to the above on their behalf.